

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT900221</u>	OPENING DATE (1:00 p.m.) <u>October 19, 2020</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. DPS002	BID NOTICE DATE September 29, 2020	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days			
<b>PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF PUBLIC SAFETY (BUREAU OF MOTOR VEHICLES)</b>			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:  <b>PARCEL MAIL SORT SERVICES AND DELIVERY OF VEHICLE LICENSE PLATES</b>			
<p><b>TERM OF CONTRACT:</b> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>12/01/20</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>11/30/23</u> unless DAS terminates the Contract based upon reasons set forth in the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency.</p> <p><b>CONTRACT RENEWAL.</b> This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed <u>36</u> months unless the Contracting Agency determines that additional renewal is necessary.</p> <p><b>INSTRUCTIONS TO BIDDERS</b> and <b>STANDARD TERMS AND CONDITIONS</b>, Revised 05/15/20, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>Contract Components. Once awarded, the Contract will consist of: the complete Invitation to Bid, including the Instructions to Bidders, the Standard Contract Terms and Conditions, any Special Contract Terms and Conditions, the bid specifications and any written addenda or amendments to the Invitation to Bid or Contract; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").</p> <p><b>INQUIRIES:</b> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <a href="http://procure.ohio.gov/">http://procure.ohio.gov/</a>. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q &amp; A" button located beneath the "Submit Inquiry" button.</p>			
		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

## CERTIFICATION STATEMENTS

Bidders claiming preference for Domestic Source End Products, the Ohio preference, and/or the Veteran Friendly Business Enterprise (VBE) must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** The state reserves the right to clarify any information during the evaluation process.

**\*\*\*BIDDERS MUST COMPLETE THE APPROPRIATE CERTIFICATION BELOW TO RECEIVE THE PREFERENCE.\*\*\***

**A. DOMESTIC PREFERENCE (BUY AMERICAN): Revised Code 125:11 and Administrative Code 123:5-1(K)**  
**[Not applicable to "[Excepted Products](#)"]**

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?  
 United States: \_\_\_\_\_(State)     Canada     Mexico    ([Go to B-1](#))  
 Other: (Specify Country) \_\_\_\_\_ ([Go to A-2](#))
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.     Yes ([Go to Section B-1](#))     No ([Go to Section A-3](#))
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

\_\_\_\_\_ (Item) \_\_\_\_\_ (Country) of  
Origin)

\_\_\_\_\_ (Item) \_\_\_\_\_ (Country) of  
Origin)

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**B. OHIO PREFERENCE (BUY OHIO): Revised Code 125:09 and Administrative Code 123:5-1-06**

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.  
 Yes     No ([Go to B-2](#))
2. Bidder has significant economic presence within the state of Ohio.  Yes ([Answer a, b, c, d below](#))  No ([Go to B-3](#))
  - a) Bidder has paid the required taxes due the state of Ohio     Yes     No
  - b) Bidder is registered with the Ohio Secretary of State  
 Yes (Charter/Registration No.: \_\_\_\_\_)     No  
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:  
<http://sos.state.oh.us/>
  - c) Bidder has ten or more employees based in Ohio or border state.     Yes     No ([Go to B-2d](#))
  - d) Bidder has seventy-five percent or more employees based in Ohio or border state.  Yes     No ([Go to B-3](#))
3. Border state bidder: (Except products mined in Michigan)  
 Yes (Specify which state then go to B-2c):  KY     MI     NY     PA     IN     No ([Go to B-4](#))
4. Border state bidder: mined products mined in respective border state (Except for products mined in Michigan)  
 Yes     No     Not Applicable

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**C. VETERANS PREFERENCE (BUY VETERAN): Revised Code 9.318 and Administrative Code 123:5-1-16**

Is the bidder a certified Veteran Friendly Business Enterprise as defined in Administrative Code 123:5-1-01(KK)  
 Yes     No

SPECIAL CONTRACT TERMS AND CONDITIONS

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**DELIVERY AND ACCEPTANCE:** Services will be performed as set forth in the Contract. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will calculate the low lot total by multiplying the bid price per item for Zones 1 and 2 by the estimated annual usage with all other Zones evaluated using a factor of one (1); these resulting products will be totaled to arrive at the final low lot total. Failure to bid all items may result in the Bidder being deemed not responsive.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

Only if the United States Postal Service raises postage rates related to this solicitation and any pursuant contract, will the State consider a price increase within the first twelve (12) months. Any such price increase will only factor in the direct cost to the awarded contractor for postage and shall be supported by documentation as per the following paragraph.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions".

BIDDER COST ALLOCATION CATEGORIES						
As a baseline for evaluation of price adjustment requests for this Contract, Bidders shall indicate the percentage of total costs for the following cost elements. The sum of all percentages must equal one hundred percent. Bidders may add additional cost categories if appropriate.						
Postage	Cost of Materials	Labor Cost	Utilities	Transportation	Overhead	Other
%	%	%	%	%	%	%

SPECIAL CONTRACT TERMS AND CONDITIONS(CONT'D)

BID AUTOMOBILE LIABILITY CHECKLIST: Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SERVICE PROVIDERS:

List names of service providers who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

REQUIREMENTS AND SPECIFICATIONS

- I. **SCOPE:** The intent of this bid is to acquire the services of a Contractor to furnish parcel mail sorting for parcels containing license plates and disability placards for the Ohio Department of Public Safety (DPS), Bureau of Motor Vehicles (BMV) and delivery services to the United States Postal Service (USPS).
- II. **PARCELS:** The parcels related to this solicitation are as follows:
- A. **WEIGHT:** The weight of the parcels shall not exceed 15.999 ounces.
- B. **DESCRIPTION:** The parcels shall fall within one of four (4) types.
1. **STANDARD LICENSE PLATE, PAIR:** Two (2) standard (6" x 12"), rigid, aluminum vehicle license plates nested, bagged, and packaged in a 13-1/8" x 7-1/8" envelope with an overall thickness between 1/8" and 1/4".
  2. **STANDARD LICENSE PLATE, SINGLE:** One (1) standard (6" x 12"), rigid, aluminum vehicle license plate bagged and packaged in a 13-1/8" x 7-1/8" envelope with an overall thickness between 1/8" and 1/4".
  3. **SMALL LICENSE PLATE, SINGLE:** One (1) small (4" x 7"), rigid, aluminum vehicle license plate bagged and packaged in a 13-1/8" x 7-1/8" envelope with an overall thickness between 1/8" and 1/4".
  4. **DISABILITY PLACARD(S):** One (1) or more flexible, plastic disability mirror-hanger placards packaged in a standard #10 envelope measuring 4-1/8" x 9-1/2" with varying thicknesses.
- III. **PICKUP LOCATION AND SCHEDULE:**
- A. **LOCATION:** All parcels shall be picked up at the Lebanon Correctional Institution (LeCI). As the pickup location is an operational correctional facility, the Contractor recognizes the security requirements for entering the facility and acknowledges receipt of the Ohio Department of Rehabilitation and Correction (DRC) Standards of Conduct for Contractors (DRC4376) as found in Attachment 1.
- Lebanon Correctional Institution  
3791 State Route 63  
Lebanon, OH 45036
- B. **SCHEDULE:** Pickups shall be between at 2:30 PM and 3:30 PM, Monday through Friday in accordance with LeCI's production and holiday schedule.
- IV. **AGENCY RESPONSIBILITIES:** The using Agency will:
- A. Provide mail in tubs (furnished by USPS) with all addresses facing the same direction.
  - B. Provide a manifest for each shipment. This manifest will indicate the total number of pieces/parcels to be processed. The Contractor shall provide the shipping manifests for the Agency to complete.
  - C. Comply with the USPS Intelligent Mail Package Barcode (IMpb) requirements. Additionally, a Shipping Service Electronic Manifest File with full addresses and zip+4 information is required with each shipment. The Contractor will work with the Agency to facilitate satisfactory compliance with this USPS requirement.
- V. **CONTRACTOR RESPONSIBILITIES:** The Contractor will pick up, apply postage, and deliver qualifying mail to the USPS. Deliveries shall be made to the USPS' Destination Delivery Units (DDUs), Processing and Distribution Centers (P&DCs) and/or Network Distribution Centers (NDCs) as appropriate.
- A. The Contractor is required to:
1. Employ the personnel and furnish the vehicles and mail sort production facilities necessary to perform all the services pursuant to this solicitation.
    - a. Vehicles utilized for the pickup and/or delivery of mail must be lockable and must remain locked during mail transportation.
    - b. Any parking costs incurred during the performance of this contract shall be the Contractor's responsibility.

REQUIREMENTS AND SPECIFICATIONS (CONT'D)

- c. All mail related functions are to be accomplished at a facility owned or rented by the Contractor for such services. The State reserves the right to visit the Contractor's presorting facilities at any time during the Contractor's normal working hours.
  2. Complete presorting of all daily volumes to meet requirements of the USPS. Contractor certifies that all volume will be processed and totally mixed, where possible, with volumes from its other customers every mailing day.
  3. Before delivery to the USPS, mail that cannot be processed successfully shall be returned. Mail that is unreadable, has no ZIP code, or does not meet the addressing requirements of the USPS standards for normal mail must be returned to the source, LeCI (Lebanon Correctional Institution; OPI Distribution; 3791 State Route 63; Lebanon, OH 45036), within two (2) days at no charge to the Agency. Once the mail is in the USPS mail stream, any return should be to the return address (Ohio Department of Public Safety; Bureau of Motor Vehicles; PO Box 6520; Columbus, OH 43216-6520). As an alternative to having mail returned to the using agency, the Contractor may correct the omission and charge the using agency a processing fee, in addition to the postage fee and normal processing charges, for providing this service.
  4. Acquire and maintain any permits and licenses necessary to perform the total services required. Further, the Contractor will be responsible to comply with any and all laws, rules and regulations pertaining to the performance and services delivered through this contract.
  5. Provide adequate security for mail while in its possession. The Contractor will be responsible for any and all mail losses that may occur as a result of the Contractor's failure to provide adequate security. The Contractor must have, as a minimum, such security systems as a mechanical alarm system or security guards.
- B. The Contractor will comply with:
1. The governing regulations of the United States Postal Service and laws of the United States affecting the processing of domestic mail.
  2. Delivery Point Validation (DPV): The DPV was required by the U.S. Postal Service beginning August 2007. It was implemented as a tool to eliminate as much undeliverable addressed mail as possible. DPV is an inquiry process the U.S. Postal Service uses to compare records in an address file to its master address tables to validate the accuracy and completeness of an address. Costs associated to meet this U.S Postal Service requirement must be included in the per piece price.
  3. USPS preparation requirements except for an error in mail preparation by using agency.

C. CUSTODIAL RESPONSIBILITY FOR THE MAIL:

1. Damaged mail, which cannot be processed by the Contractor, shall be returned to the using agency within two (2) days of discovery.
2. No information (except ZIP codes) is to be retained from the State mail.

VI. CONTRACTOR QUALIFICATIONS: The Contractor must:

- A. Hold a valid Mailing Permit with the USPS and pay the applicable annual fees to the U.S. Post Office(s).
- B. Have been in the mail sort business for no less than two (2) years and be able to furnish four (4) references where similar services, per this solicitation, were performed.
- C. Have a National Account with the USPS.
- D. Offer online reporting and shall provide, as a minimum, online tutorial training for the using agency as needed.

VII. REFERENCES: Bidder must provide with their Bid at least four (4) references for jobs of similar scope, which may include government agencies and private industries. The reference must include the name and address of the company, the name, telephone number(s), and email address of the contact person, a brief description of services provided, the length of service for that company, and the annual dollar amount of the contract. Upon request from the Office of Procurement Services, the Bidder will provide additional references if needed. Failure to provide references that are able and available to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive.

REQUIREMENTS AND SPECIFICATIONS (CONT'D)REFERENCES

Four (4) references who have received services from the Bidder in the past two (2) years

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Length of Contract:	Annual Contact Value:
Description of project including size, complexity, and the Bidder's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Length of Contract:	Annual Contact Value:
Description of project including size, complexity, and the Bidder's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Length of Contract:	Annual Contact Value:
Description of project including size, complexity, and the Bidder's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Length of Contract:	Annual Contact Value:
Description of project including size, complexity, and the Bidder's role in this project.		

REQUIREMENTS AND SPECIFICATIONS (CONT'D)

VIII. BIDDER QUALIFICATIONS CONFIRMATION: Bidder shall be experienced, qualified, and equipped in the field of parcel mail sorting and delivery as it relates to this solicitation. Bidders shall identify the areas in which they are currently qualified as listed below. Bids that do not include this information may be deemed not responsive.

BIDDER CONFIRMATIONS

Bidder Requirement	Requirement Satisfied	Additional Details
Experience	Yes/No?	
Minimum of two (2) years experience in parcel mail sorting and delivery services		
Online reporting capabilities		
Permits and Registrations	Yes/No?	
Mail Permit with USPS		
National Account with USPS		
Facilities	Yes/No?	
Processing facilities owned or rented by Bidder		
Secured by alarm(s) or security guard(s)		
Transportation	Yes/No?	
Vehicles for pickup and delivery		
Vehicles are secure/lockable		



PRICE SCHEDULE (CONT'D)PROCESSING CHARGE FOR MAIL NOT SATISFYING USPS REQUIREMENTS

DESCRIPTION	Unit of Measure (UoM)	ESTIMATED ANNUAL USAGE PER UoM	PRICE PER UoM
PROCESSING CHARGE FOR MAIL THAT IS UNREADABLE, HAS NO ZIP CODE, OR DOES NOT MEET THE ADDRESSING REQUIREMENTS OF THE USPS FOR NORMAL MAIL. THIS CHARGE IS FOR THE NECESSARY CORRECTIONS AND IS IN ADDITION TO NORMAL PROCESSING CHARGES AS LISTED ABOVE.	EACH	5,000	\$

## ATTACHMENT 1

### Ohio Department of Rehabilitation and Correction Standards of Conduct for Contractors, Volunteers and Interns

#### Definitions

Contractor – Any individual or business under legal agreement with the Ohio Department of Rehabilitation and Correction (ODRC) to provide goods, services or construction for a certain price.

Volunteer – Any individual who has been recruited and has requested volunteer status. The person will be involved in on-going programs and will have direct contact with offenders and offenders under supervision. Paid or unpaid student interns shall be considered as volunteers.

Intern – A paid or unpaid individual in an educational or experiential capacity whose institution or department assignment will deliver a work product of material benefit to the individual and ODRC.

#### Purpose

The purpose of this document is to provide guidance to contractors, volunteers and interns entering the facilities of the ODRC or working with offenders under Division of Parole and Community Services (DPCS) supervision. In view of the nature and purpose of the various facilities of ODRC and DPCS it is necessary that all persons who enter the facilities or work with offenders in the community, understand the rules and security requirements of a correctional environment. Persons entering a correctional facility or who provide services to offenders under supervision, have certain obligations under law to ensure that their actions do not jeopardize the safe and secure operation of ODRC and DPCS.

#### Responsibilities

The Site Manager (APA Regional Administrative/Designee, appropriate Section Manager, or Warden) of each facility/region has the responsibility to ensure that all contractors, volunteers and interns understand the guidelines necessary for their safe entrance and operation while in a correctional setting. Staff will be assigned by the Site Manager to ensure that all such persons are properly oriented to working in a correctional environment. Contractors, volunteers and interns must realize their responsibility to follow the rules of conduct, ethics, policies, and law relating to their assignments. The Site Manager will approve entrance and training of all contractors, volunteers and interns and has the authority to terminate entrance authorization or working relationships for any such person who has demonstrated an inability to follow the approved guidelines. In addition, violations may result in termination of contracts/services and/or prosecution.

#### Personal Conduct

It is essential to the orderly operation of a correctional department that all persons conduct themselves in a professional manner. The following are several types of behavior that cannot be tolerated within a correctional environment, including DPCS offices. (This is not intended to be an all-inclusive list).

1. The use, possession, conveyance, or unauthorized distribution of illegal drugs, narcotics, or controlled substances is strictly prohibited at any time. Use of alcoholic beverages or being under the influence of alcohol or drugs while on duty or conducting volunteer work is prohibited.
2. No shall, without authorization from Site Manager allow themselves to show partiality toward, or become emotionally, physically, or financially involved with offenders, parolees, probationers, transitional controlees or their families, or establish a pattern of social fraternization with same.
  - A. No persons shall offer, send or give to an offender, parolee, probationer, transitional controlee, or a member of his/her family, or to any person known to be associated with him/her, any article, monies, favor, or service which is not authorized in the performance of the person's assigned duties. Contractors/volunteers or interns shall not accept any gift, personal service, or favor from an offender, parolee, probationer, or transitional controlee, or his/her family, or person known to be associated with him/her which is not authorized in the performance of the person's duties and which conflicts, or appears to conflict, with the person's duties.

ATTACHMENT 1 (CONT'D)

- B. Contractors shall not visit an offender, parolee, probationer, or transitional controllee while such an individual is under the supervision of the Department unless such a visit is given prior authorization during the contract service period by the ODRC Contract Person and Site Manager of the respective facility or the visit is part of the job duties.
  - C. Volunteers/Interns shall not visit an offender at the institution or DOCS office that they are volunteering at except as referenced by ODRC policy 71-SOC-01. Volunteers must notify their staff supervisor and complete form DRC1500, Staff Nexus, if/when they choose to visit an offender at another prison.
  - D. Contractors who become involved in any set of circumstances as described above, have an affirmative responsibility of notifying their contact person at the correctional institution who will be responsible for notifying the Site Manager.
3. No such person shall, without the express authorization of the Site Manager, show favoritism or give preferential treatment to an individual under supervision of the ODRC to include, but not limited to offering, receiving, or giving of a favor or anything of value.
  4. Brutality, physical violence, or intimidation of inmates, and/or their families, by such persons will not be permitted, nor will force be used beyond that necessary to protect any person from physical harm.
  5. The use of obscene, threatening, or abusive language by Contractors/Volunteers toward offenders or others will not be tolerated.

Work Schedule

Due to staffing and security concerns and the nature of services being performed by Contractors, Volunteers, and Interns, it is essential that Contractors, Volunteers, and Interns work out a mutually acceptable work schedule with their ODRC Contact Person or Intern Mentor. Failure to perform services consistent with the mutually agreed upon schedule may be considered failure to fulfill the requirements of the contract, volunteer service or internship program.

Responsiveness

1. Inattentiveness to job responsibilities and procedures in a correctional environment can result in escapes, assaults, and other incidents. Therefore, Contractors, Volunteers, and Interns must remain fully alert and attentive during the time they are on state property or in a state operated office.
2. To insure safety and security to the facility and DPCS operations, such persons must abide the instructions of their ODRC Contact Person or Intern Mentor regarding safety and security related issues.

Confidentiality

1. Some Contractors/Volunteers may have access to official information, ranging from personal data concerning staff and inmates to information involving security. Because of the various degrees of sensitivity afforded to this information, official information may be disclosed or released only as required in the performance of any contractor's duties upon specific authorization from someone with the delegated authority to release official information. The Director or his designee in the Central Office and the Managing Officers of the institutions are the only persons authorized to release official information.
2. The above shall not be construed as a reason to deny authorized persons access to official records and files. The Department of Rehabilitation and Correction has an obligation to supply official information in response to requests from organizations or individuals upon determining that such individuals are properly identified and acting in an official capacity. To ensure the proper use of official information the following rules of conduct are established:

ATTACHMENT 1 (CONT'D)

- A. Contractors will verify the identification and authority of individuals requesting access to information prior to giving or discussing records, personnel files, or other official information.
- B. Authorized persons will not be denied access to official information.
- C. Contractors will not use, or release for use, official information for private purposes unless this information is available to the general public.
- D. Contractor will not remove from file or make copies of records or documents except in accordance with established procedures or upon proper authorization.
- E. No Contractors will make statements or release official information that could breach the security of the institution or unduly endanger any person.
- F. Former Contractors will be granted access only to information available to other members of the general public and will have no greater standing than members of the public, irrespective of their past contractual relationship and/or any associations developed in the course of such relationship.

Illegal Activity

The very nature and purpose of the Department's existence demand that it closely monitors any alleged illegal activity by its employees and non-employees. Should a Contractor, Volunteer, or Intern be arrested for, charged with or convicted of any felony or degree misdemeanor (except for a minor misdemeanor), or is required to be a plaintiff in any court in a criminal matter, that person shall immediately inform his/her ODRC Contact Person or Intern Mentor. Such information shall be evaluated and may be reason to terminate the contract/service/internship immediately.

Conveying or Trafficking in Contraband

The introduction of contraband into or upon the grounds of any state property, or taking or attempting to take contraband there from, or otherwise trafficking in contraband without the knowledge and consent of the Site Manager of such institution/regional office is prohibited. Contraband is defined as "any" article which is intended for the unauthorized use or possession of any inmate or which is prohibited by law or Department Policy from being carried onto the grounds of an institution, detention facility, or APA Office. Examples of contraband, which could be intended for an inmate's/offender's unauthorized possession or use, include letters, stamps, tools, paper, food, messages and money. Examples of contraband, which are prohibited by law (ORC Section 2921.36), include firearms, knives, explosives, ammunition, drugs, and alcoholic beverages.

Investigations

Every Contractor/Volunteer/Intern is required to immediately report to the Site Manager, or designee, any violation or attempted violation of any law or regulation, and any act or omission by any person which has resulted in a breach of institution security or jeopardizes the safety of others.

Allegation of misconduct will be investigated by the Appointing Authority or his designee (could be immediate supervisor or anyone else in the chain of command). Where appropriate, investigations will be coordinated and conducted by the Departmental Chief Inspector and/or other appropriate agency. The Ohio State Highway Patrol is responsible for investigating violations of Ohio laws occurring on state property.

During the course of an official investigation, Contractors, Volunteers, Interns are to cooperate fully by providing all pertinent information that they may have. Failure to answer any inquiry fully and to the best of his/her knowledge may be grounds to terminate the contract or internship.

ATTACHMENT 1 (CONT'D)Government Property

1. All government property, including automobiles, identification badges, supplies, equipment, telephones, and facilities are to be used for official purposes only. Loss, misplacement, theft, damage, or destruction of government property issued to and used by Contractors, Volunteers, and Interns must be reported to his/her ODRC Contact Person or Intern Mentor immediately.
2. ODRC credentials, identification cards, or badges shall not be used to coerce, intimidate, or deceive others or to obtain any privilege or article not otherwise authorized in the performance of official duties.

Standard of Conduct

Violation of the Standards of Conduct may result in termination of authorization to enter the grounds of the facility or DPCS Office Site, referral to the Ohio State Highway Patrol for criminal investigation, referral to the Appointing Authority for investigation, and/or termination of an existing contract with the institution or DPCS. The following acts are prohibited and considered violations of appropriate conduct:

1. Visiting an offender unless the person is a verified immediate family member and/or has been approved by the Warden, DPCS Administration Assistant of the institution per ODRC Policy 71-SOC-01 and ODRC Policy 76-VIS-01.
2. Deliberate destruction, damage, and/or theft of state property, offender property, property of visitors, or property of an employee, including state vehicles.
3. Failure to carry out directions provided by the ODRC Contact Person.
4. Commission of a felony or misdemeanor.
5. Interfering with the orderly operation of the institution.
6. Willfully making false, abusive, or obscene statements towards employees, inmates/offenders, or the general public is prohibited.
7. Any acts of discrimination or harassment on the basis of sex, race, color, age, religion, national origin, disability or sexual orientation.
8. Theft.
9. Misusing official position for personal gain, including soliciting bribes, in the course of carrying out assigned duties at the institution, APA District Office or Central Office.
10. Failure to report accidents or unsafe work conditions.
11. Threatening, intimidating, or coercing another for personal gain or satisfaction.
12. Fighting with a fellow worker, employee, visitor, or inmate/offender.
13. Interfering or failing to permit an official search, including searches of your person and of your personal property, or failing to cooperate with any official inquiry or investigation.
14. Distribution, possession, misuse, conveyance, or display of weapons, explosives, money, or other contraband.
15. Loss of control of any instrument that could result in a breach of security and/or jeopardize the safety of others, e.g., to include but not limited to, Class A tools, keys, communication devices, identification badges, et.
16. Possession or consumption of alcoholic beverages or illegal drugs while on state property.

ATTACHMENT 1 (CONT'D)

17. Reporting to the institution, DPCS office or place where, as the Contractor, Volunteer, or Intern, you are performing official duties, under the influence of intoxicants, alcohol, or illegal drugs.
18. The posting or removal of any matter on a bulletin board without permission.
19. Other actions that could harm or potentially harm others.
20. Use of excessive force or physical abuse towards an inmate/offender.
21. Threatening or intimidating an inmate/offender.
22. Giving preferential treatment to an inmate/offender, the offering, receiving, or giving of a favor or anything of value to an offender without authorization from ODRC.
23. Engaging in unauthorized personal relationships with inmates or their families, including correspondence or phone communications with inmates and their families.

Entry ProceduresInstitution Entry:

The ODRC Contact Person, Intern Mentor will coordinate the initial on-site visit. It is the responsibility of this person to ensure that Contractors, Volunteers, and Interns are aware of the rules and regulations governing activities in the institution. A designated administrative staff member must authorize entrance into the facility. Any person entering a correctional environment is subject to search at any time. This search may include a metal detector search, a frisk search, or a strip search. Failure to comply with any authorized search will result in removal from the institution and possible denial of future entry.

All Contractors, Volunteers, and Interns must show identification to enter. Generally, a driver's license or state picture identification is appropriate for this identification process. Contractors, Volunteers, and Interns will be issued either a temporary badge or a temporary picture identification badge, which must be turned in at the conclusion of services each day. Such identifications are government property and may only be used at the institution/APA District Office/Central Office for identification purposes. They must be worn at all times and must not be left unattended.

Contractors, Volunteers, and Interns must sign in and out upon entry and exiting state property. Appropriate attire for men includes a shirt and slacks. Women may wear a dress or pants, and a blouse or sweater. Shoes are required. Shorts, short skirts, see-through blouses, men's sleeveless shirts, and clothing with vulgar symbols or statements are examples of items of clothing which are not permitted.

It is recommended that only items necessary for the volunteer/contracted service or internship be brought into the correctional environment. Large sums of money, pocket knives, etc., are discouraged. The Contractor/Volunteer will be asked to store the items either in their car or available lockers in the entrance area. If a Contractor/Volunteer requires medication they should take only that amount that is necessary for the day. All persons must sign the medication log if they require a dosage during their stay. This log will identify the type of medication and the amount. The institution cannot be responsible for loss of property. If a tradesman requires tools to perform their contracted service, all tools must be inventoried, and a copy supplied to the Major. The Major may wish to review institution tool control policy and discuss security of equipment. A written authorization for all tools from the Deputy Warden of Operations or Major will be required before they are authorized to enter the institution.

The Contractor/Volunteer service or internship may or may not require contact with inmates/offenders. Contractors, Volunteers, and Interns are prohibited from developing any relationship with inmates outside of contractor, volunteer or internship activity. They cannot mail letters or make telephone calls to the inmate/offender for them. If a Contractor/Volunteer/Intern receives mail or telephone calls from inmates or their families, they must report this to their ODRC Contact Person or the Deputy Warden, or APA Administrative Assistant. A Contractor/Volunteer/Intern should never disclose personal information such as their address, telephone number, or any personal information about their family or friends. There is no instance where sharing such information will serve a useful purpose.

ATTACHMENT 1 (CONT'D)

DPCS Office Entry:

Entrance procedures will be explained during the orientation process to each DPCS Volunteer or Contractor that must report to a regional office.

If at any time a Contractor/Volunteer has a question, he/she should contact their ODRC Contact Person, Intern Mentor, DPCS Administrative Assistant, the Shift Captain, or the Deputy Warden of Operations.

I have read and understand the Standards of Conduct for Contractors, Volunteers and Interns, including the rules and guidelines listed above. I understand that entering a correctional institution, DPCS Office, or Central Office carries responsibilities necessary to ensure safety and security to the facility and will abide by all rules and guidelines contained herein.